

Terms of Use - Bluelink Store

Date: [April 2, 2025]

1. Scope

These Terms of Use ("ToU") apply to the purchase of Bluelink Subscriptions and features on demand or other add-ons to the software of your vehicle (Feature on Demand "FoD") provided and sold by Hyundai Connected Mobility GmbH, Kaiserleipromenade 5, 63067 Offenbach, Germany ("Seller", "Hyundai", "we") via the Bluelink Store. All products and services offered under these ToU shall be referred to as "Bluelink Store Items".

You can reach us at:

bluelink@hyundai-europe.com

2. Bluelink Store

2.1. The provider of the Bluelink online store ("Bluelink Store") is Hyundai Connected Mobility GmbH.

2.2. You can purchase our Bluelink Store Items as follows:

- a) By selecting a Bluelink Store Item and completing the order process in the Bluelink Store, the customer makes a legally binding offer to the Seller to conclude a contract.
- b) The customer can correct input errors by cancelling the order process and starting over.
- c) The Seller confirms receipt of the order by sending an order confirmation via automated email. This order confirmation does not constitute acceptance of your order, but merely confirms receipt and further processing of the order by the Seller.
- d) The contract comes into effect upon activation of the purchased Bluelink Store Item in the respective vehicle. The Seller is entitled to make partial deliveries, unless these represent an unreasonable disadvantage to the customer.
- e) To be able to use the Bluelink Store Items to their full extent, further steps may be required of the customer.
- f) The status of the purchased Bluelink Store Item and order history including details about trial periods, purchase dates, and usage end dates are available in the Bluelink Store.

2.3. The prices displayed in the Bluelink Store are in the local currency and include VAT.

2.4. Payments can only be made via Hyundai Pay, which requires you to register for a Hyundai Pay account. The payment process and the use of Hyundai Pay are subject to the Hyundai Pay Terms of Use, which are accessible here: [add link].

The individual steps and options for payment are explained and described during the ordering process in the Bluelink Store. Payments are due in advance after a 14-day free trial period.

3. Conditions

3.1. All Bluelink Store Items are tied to a specific vehicle and can only be activated for the selected vehicle. They cannot be transferred to another vehicle. Furthermore, for the entire duration of an activated Bluelink Store Item, the customer must have a Hyundai Account and an associated vehicle. The customer must also accept the current version of the "Bluelink Terms of Use" when activating Bluelink, which can be accessed here: [https://www.hyundai.com/eu/bluelink-terms-of-use]

3.2. Should the customer delete their Hyundai Account, unlink the vehicle, deactivate Bluelink, object to the current version of the "Bluelink Terms of Use" (including for good cause) or move their residence outside the respective Bluelink contract area, the obligation to pay for the use of the Bluelink Store Item shall remain unaffected. In this case, there will be no (pro-rata) refund of fees already paid.

3.3. Further information regarding the Bluelink Store Items that are available for your vehicle model including service descriptions and pricing details can be found in the Bluelink Store.

3.4. Should Hyundai block any Bluelink Services and Bluelink Store Items or terminate the "Bluelink Terms of Use" for good cause, the customer will not receive a (pro-rata) refund of the fees paid for the relevant Bluelink Store Items.

4. Term and Termination

- 4.1.** Bluelink Store Items are offered on a monthly basis (subscription), for a fixed term and also for an unlimited term.
- 4.2.** Monthly subscriptions are automatically renewed for another month at the end of each billing period. You can cancel your monthly subscription at any time. In this case, your subscription will end on your next billing date.
- 4.3.** With the exception of Bluelink Subscriptions, for Bluelink Store Items with a fixed term, the contract automatically ends upon expiration of the agreed term. The contract can be extended via the Bluelink Store; this requires a new purchase order. We will notify you in advance of the expiration of the contract and the actions available to you.
- 4.4.** For Bluelink Subscriptions with a fixed term [of one (1) year] , the contract is automatically extended for an indefinite period after expiration of the agreed initial term. You can cancel the indefinite contract at any time with effect for the next billing month. We will notify you in advance about the expiration of the initial fixed term and the actions available to you.
- 4.5.** For Bluelink Store Items that are activated for an unlimited term, the customer is entitled to permanent use for an indefinite period over the lifespan of the respective vehicle . The right of use ends together with expiry of the lifespan of the vehicle.

5. Right of Withdrawal for Consumers

5.1. Instructions on Withdrawal

The right of withdrawal as described below shall only apply to consumers, i.e. any natural person who enters into a legal transaction for purposes that are predominantly outside of that person's trade, business or profession.

Instructions on Withdrawal

Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire 14 days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must notify us (Hyundai Connected Mobility GmbH, Kaiserleipromenade 5, 63067 Offenbach, Germany, [add telephone number], [add email-address]) by means of a clear statement about your decision to withdraw from this contract.

You may use the sample withdrawal form provided in Section 5.2 below, but it is not obligatory.

To exercise your right of withdrawal within the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract.

We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

5.2. Sample Withdrawal Form

Sample Withdrawal Form

(complete and return this form only if you wish to withdraw from the contract)

To Hyundai Connected Mobility GmbH, Kaiserleipromenade 5, 63067 Offenbach, Germany, [Phone number], [Email Address]

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is submitted on paper),
- Date

(*) Delete as appropriate.

6. Changes

We reserve the right to amend these ToU or the Bluelink Store Items due to future economic, legal and technical developments in line with the following provisions.

6.1. Changes that are legally advantageous or neutral to you shall take effect immediately.

6.2. Further, we may only make changes to the Bluelink Store Items that go beyond what is required to maintain conformity with the contract if there is a valid reason for such a change, the change does not involve additional costs for you nor changes the essence of the Bluelink Store Items, and you are informed of the change in clear and understandable language. A valid reason shall exist if the change is necessary in order to

- improve access to and usability of the Bluelink Store Items (including introducing new or enhanced existing functions or functionalities);
- adapt the Bluelink Store Items to changes in legal requirements;
- adapt the Bluelink Store Items to technical changes or developments in systems operated by us or third parties or to technical developments in our users' systems;
- make changes necessary for important operational reasons;
- make changes resulting from the need to remove ambiguities, errors or clerical mistakes that may occur in the ToU; or
- make changes to the contact details, names, identification numbers, electronic addresses or links provided in the ToU.

6.3. In case of changes subject to Section [6.2](#) that have a significant negative impact on your access to or the usability of the Bluelink Store Items, you will be informed with reasonable advance notice in clear and understandable language via a durable medium about the features and timing of the change and your right to terminate the contract free of charge at any time; unless we provide you with access to and use of the unchanged Bluelink Store Items at no additional cost.

6.4. Otherwise, in case of all other material changes to these ToU, we will notify you of the intended changes with advance notice.

6.5. If you do not tell us otherwise in writing (for example by sending a letter or email) within two weeks after our notification, we will assume that you accept the changes (we will remind you of this when we inform you about the intended changes).

6.6. If you tell us that you do not accept the changes, we may terminate our contract based on these Terms with effect from the date on which the changes should have applied.

7. Warranty

7.1. In the event that the provided Bluelink Store Items are defective, warranty obligations shall apply in accordance with the applicable statutory provisions.

7.2. In addition, the following shall apply with regard to software updates of Bluelink Store Items:

- a) If you do not install an update or fail to install it properly, we shall not be liable for any defects of the Bluelink Store Items caused through the lack of the particular update.
- b) As a general rule, if the Bluelink Store Items (including its updates) exhibit defects, it shall be presumed that the digital products were defective during the previous period of provision.

This does not apply if (i) your digital environment was not compatible with the technical requirements of the Bluelink Store Items at the relevant time as communicated by us, or (ii) we cannot investigate whether the technical requirements have been complied with as a consequence of your refusal to cooperate in investigating the relevant circumstances in an appropriate manner and where possible for these purposes, and we intended to use technical means to determine the relevant circumstances that represent the least intrusion for you.

7.3. When you assert your claims in connection with defects, you shall cooperate with us to the extent reasonably necessary and possible to enable us to investigate whether the cause of the defect was in your digital environment.

Your obligation to cooperate is limited to the technically available means that are the least intrusive for you.

8. Liability

- 8.1.** In the event of wilful intent or gross negligence, regardless of the legal grounds, we shall be liable in accordance with the statutory provisions.
- 8.2.** In the event of ordinary negligence, we shall only be liable if a material contractual obligation has been breached; this shall be limited to compensation for foreseeable, typically occurring damage. A material contractual obligation is an obligation whose fulfillment is essential to achieving the purpose of the contract and on whose fulfillment the contractual partner may regularly rely.
- 8.3.** The limitation of liability according to Section [8.2](#) does not apply to damages resulting from injury to life, body or health. Furthermore, it does not apply to fraudulent concealment or to a guarantee exceptionally assumed by us or to claims under the Product Liability Act.
- 8.4.** Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, representatives and agents.

9. Miscellaneous

- 9.1.** If any term of our contract should be found invalid, you and we agree that the other terms of our contract shall remain valid and unaffected.
- 9.2.** Each of the paragraphs of these ToU operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10. Customer Service & Alternative Dispute Resolution

- 10.1.** If you have questions or complaints, you can contact us at:
Hyundai Connected Mobility GmbH
Kaiserleipromenade 5,
63067 Offenbach
Germany
bluelink@hyundai-europe.com
- 10.2.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. The European Commission provides a platform for alternative dispute resolution. You can access the platform via <http://ec.europa.eu/consumers/odr/>. Hyundai is not obligated to and does not participate in alternative dispute resolution procedures before an alternative dispute resolution body for consumers.

11. Place of Jurisdiction and Applicable Law

- 11.1.** The exclusive place of jurisdiction for all claims arising from the business relationship with merchants is Offenbach, Germany.
- 11.2.** The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Germany, moves its domicile or usual place of residence after conclusion of the contract or if its domicile or usual place of residence is not known at the time the action is brought.
- 11.3.** All disputes arising from or on the basis of this contractual relationship shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.4.** If the customer is a consumer, i.e. any natural person who enters into a legal transaction for purposes that are predominantly outside of that person's trade, business or profession, this choice of law shall apply only to the extent that it offers the consumer the mandatory applicable consumer protection provisions of the country in which the consumer has their usual place of residence at the time of their order.